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**Before The
Federal Maritime Commission**

ODYSSEA STEVEDORING OF PUERTO :
RICO, INC.,

Complainant,

v.

Docket No. 02- 08

PUERTO RICO PORTS AUTHORITY :

Respondent.

* * * * *

ANSWER

Respondent, Puerto Rico Ports Authority (“Respondent” or “PRPA”), for its Answer to the Complaint and Petition for Cease and Desist Order (the “Complaint”) in this matter filed with the Federal Maritime Commission (“Commission”) by Odyssea Stevedoring of Puerto Rico, Inc. (referred to hereinafter as “Complainant” or “Odyssea”), avers:

1. Respondent is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 1 of the Complaint, and therefore denies them.
2. Respondent is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 2 of the Complaint, and therefore denies them.

3. Respondent is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 3 of the Complaint, and therefore denies them.
4. Respondent is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 4 of the Complaint, and therefore denies them.
5. Respondent is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 5 of the Complaint, and therefore denies them.
6. Respondent is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 6 of the Complaint, and therefore denies them.
7. Respondent is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 7 of the Complaint, and therefore denies them.
8. Respondent is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 8 of the Complaint, and therefore denies them.
9. Respondent is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 9 of the Complaint, and therefore denies them.
10. Respondent admits that various structures, including a structure at Pier 9 previously used by Complainant, were demolished in conjunction with the Golden Triangle Project. Respondent denies all other allegations of paragraph 10 of the Complaint.

11. Respondent is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 11, of the Complaint and therefore denies them.

12. Respondent is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 12, of the Complaint and therefore denies them.

13. Respondent is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 13, of the Complaint and therefore denies them.

14. Respondent is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 14, of the Complaint and therefore denies them.

15. Respondent is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 15, of the Complaint and therefore denies them.

16. Respondent is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 16, of the Complaint and therefore denies them.

17. Respondent is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 17, of the Complaint and therefore denies them.

18. Respondent is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 18, of the Complaint and therefore denies them.

19. Respondent admits that it entered into agreement AP-00-01-(4)-022 with another party. Respondent is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 19 of the Complaint, and therefore denies them.

20. Respondent admits that it entered into agreement AP-00-02-(4)-079 with another party. Respondent is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 20 of the Complaint, and therefore denies them.

21. Respondent admits that on April 30, 2001, Respondent responded by letter to Complainant's request for "uninterrupted berth of [its] vessels." Respondent is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 21 of the Complaint, and therefore denies them.

22. Respondent admits that a party to agreement AP-01-02-(4)-079 is Island Stevedoring, Inc. Respondent is without knowledge or information sufficient to form a belief as to the truth of the allegation that Island Stevedoring, Inc. is a competitor of Complainant. Respondent denies all other allegations of paragraph 22 of the Complaint.

23. Respondent is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 23 of the Complaint.

24. Respondent admits that a party to agreement AP-00-01-(4)-022 is HUAL, AS. Respondent denies all other allegations of paragraph 24 of the Complaint.

25. Respondent is without knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 25 of the Complaint.

COUNT NO. 1

26. Answering the allegations of paragraph 26 of the Complaint, Respondent repeats its answers to each and every allegation of paragraphs 1 through 25 as if fully stated herein.

27. Respondent denies the allegations of paragraph 27 of the Complaint.

28. Respondent denies the allegations of paragraph 28 of the Complaint.

COUNT NO. 2

29. Answering the allegations of paragraph 29 of the Complaint, Respondent repeats its answers to each and every allegation of paragraphs 1 through 28 as if fully stated herein.

30. Respondent denies the allegations of paragraph 30 of the Complaint.

31. Respondent denies the allegations of paragraph 31 of the Complaint.

COUNT NO. 3

32. Answering the allegations of paragraph 32 of the Complaint, Respondent repeats its answers to each and every allegation of paragraphs 1 through 31 as if fully stated herein.

33. Respondent denies the allegations of paragraph 33 of the Complaint.

34. Respondent denies the allegations of paragraph 34 of the Complaint.

35. Respondent denies the allegations of paragraph 35 of the Complaint.

COUNT NO. 4

36. Answering the allegations of paragraph 36 of the Complaint, Respondent repeats its answers to each and every allegation of paragraphs 1 through 35 as if fully stated herein.

37. Respondent denies the allegations of paragraph 37 of the Complaint.

38. Respondent denies the allegations of paragraph 38 of the Complaint.

39. Respondent denies the allegations of paragraph 39 of the Complaint.

40. Respondent is without knowledge or information sufficient to form a belief as to the truth of the allegations that Complainant lost customers and business; Respondent denies all other allegations of paragraph 40 of the Complaint.

41. Respondent denies the allegations of paragraph 41 of the Complaint.

CEASE AND DESIST ORDER

42. Answering the allegations of paragraph 42 of the Complaint, Respondent repeats its answers to each and every allegation of paragraphs 1 through 42 as if fully stated herein.

43. Respondent denies the allegations of paragraph 43 of the Complaint.

44. Respondent denies the allegations of paragraph 44 of the Complaint.

45. Respondent denies the allegations of paragraph 45 of the Complaint.

46. Respondent denies the allegations of paragraph 46 of the Complaint.

47. Paragraph 47 of the Complaint sets forth a prayer for relief to which no answer is required; however to the extent that an answer is required, Respondent denies the allegations of paragraph 47.

48. Paragraph 48 of the Complaint sets forth a prayer for relief to which no answer is required; however to the extent that an answer is required, Respondent denies the allegations of paragraph 48.

AFFIRMATIVE DEFENSES

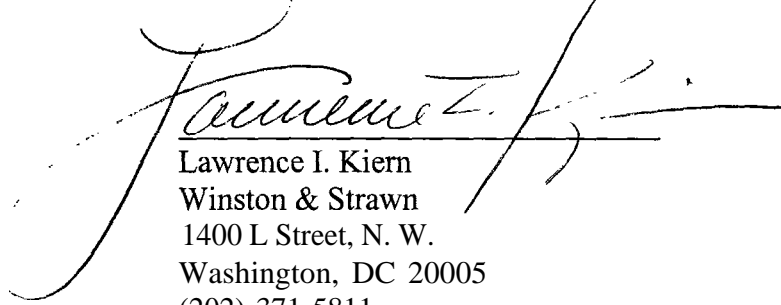
49. The Commission lacks subject matter jurisdiction.

50. The Commission lacks *in personam* jurisdiction over Respondent.

51. The Complaint fails to state a claim for which relief can be granted.
52. Complainant's claims are barred by the doctrine of sovereign immunity and the Eleventh Amendment to the United States Constitution.
53. Complainant's claims are barred by the statute of limitations.
54. Complainant's claims are barred by the doctrine of laches.
55. Complainant's claims are barred by the doctrine of accord and satisfaction.
56. Complainant's claims are barred by the doctrine of estoppel.
57. Complainant's claims are barred by the doctrine of waiver.
58. Complainant failed to join indispensable parties.
59. Complainant's reparations claim fails to allege facts with sufficient particularity pursuant to 46 C.F.R. § 502.62(b).
60. Respondent acted reasonably, truthfully, and in a non-discriminatory manner toward Complainant.
61. Respondent did not proximately cause Complaint's alleged damages.

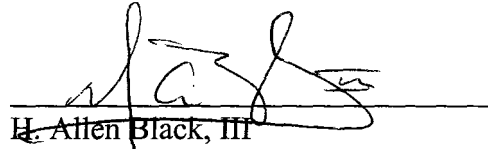
WHEREFORE, Respondent Puerto Rico Ports Authority requests that Complainant's claims be dismissed with prejudice and that it be awarded costs, attorney fees, and such other relief as the Commission deems appropriate.

Respectfully submitted,



Lawrence I. Kiern

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VERIFICATION

Commonwealth of Puerto Rico
The City of San Juan

Miguel A. Castellanos, Esquire, being first duly sworn on oath deposes and says that he is the Acting General Counsel of the Puerto Rico Ports Authority, Respondent in the above-captioned matter and is the person who signed the foregoing Answer; that he has read the Answer and that the facts stated therein, upon information received from others, affiant believes to be true.

Subscribed and sworn to before me, a notary public in and for the Commonwealth of Puerto Rico this _____ day of _____ A.D. 2002.

[SEAL]

Name: _____

Notary Public

My commission

Expires: _____

VERIFICATION

Commonwealth of Puerto Rico
The City of San Juan

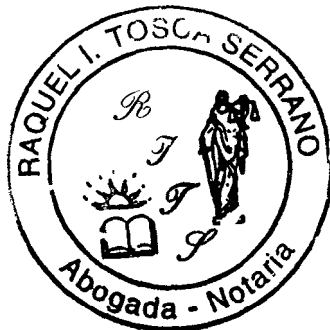
Miguel A. Castellanos, Esquire, being first duly sworn on oath deposes and says that he is the Acting General Counsel of the Puerto Rico Ports Authority, Respondent in the above-captioned matter and is the person who signed the foregoing Answer; that he has read the Answer and that the facts stated therein, upon information received from others, **affiant** believes to be true.



Miguel A. Castellanos Castro, Esq.

Affidavit No. 656

Subscribed and sworn to before me, a notary public in and for the Commonwealth of Puerto Rico this 1 day of August A.D. 2002

[SEAL]



Name: 
Raquel I. Tosca
Notary Public

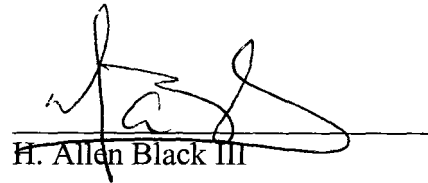
My commission expires: N/A

CERTIFICATE OF SERVICE

I hereby certify that on this 2d day of August 2002, a copy of the foregoing Answer of Respondent Puerto Rico Ports Authority was served by first class mail on the following person:

Counsel for Complainant:

RICK A. RUDE, ESQUIRE
Suite 103
207 Park Avenue
Falls Church, Virginia 22046



H. Allen Black III

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